

RECORDATION NO. 11445
Filed 1425

FEB 1 1980 - 11 35 AM

RECORDATION NO. 11445-A
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INTERSTATE COMMERCE COMMISSION

RAILMARK

RAILWAY MARKETING CORPORATION
450 PARK AVE. • SUITE 1900
NEW YORK, N.Y. 10022
212 753-7273
TELEX 423441

INTERSTATE COMMERCE COMMISSION

No. 0-CC2A065

Date FEB 01 1980

Fee \$ 100.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Gentlemen:

Pursuant to 49 U.S.C. Section 11303 of the Interstate Commerce Act and the Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, we submit for filing and recordation the following documents relating to railroad cars used or intended for use in connection with interstate commerce:

1. Three executed counterparts of a Lease dated as of January 15, 1980 between Railway Marketing Corporation, as lessor, and American Cyanamid Company, as lessee.

2. Three executed counterparts of a Security Agreement dated as of January 15, 1980 between Railway Marketing Corporation, as debtor, and The Connecticut Bank and Trust Company, as secured party.

Also enclosed is a check for \$100 to cover the recordation fee.

The addresses of the parties to the transaction are as follows:

Railway Marketing Corporation
c/o Corporation Trust Company of Nevada
One East First Street
Reno, Nevada 89501

American Cyanamid Company
Wayne, New Jersey 07470

The Connecticut Bank and Trust Company
One Constitution Plaza
Hartford, Connecticut 06115

The rolling stock covered by the enclosed documents is more particularly described on Annex 1 hereto.

Chamberlain - Joyce Murty

The recorded counterparts of the documents should be returned to Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, 140 Broadway, New York, New York 10005, Attention: Jane E. Jablons, Esq.

Very truly yours,

RAILWAY MARKETING CORPORATION

By

A handwritten signature in dark ink, appearing to be "J. R.", written over a horizontal line.

11445-A

FEB 1 1980 - 11 35 AM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

between

RAILWAY MARKETING CORPORATION
Debtor

and

THE CONNECTICUT BANK AND TRUST COMPANY
Secured Party

11.75% Secured Notes

Dated as of January 15, 1980

SEE DEBTOR'S DISCLAIMER OF WARRANTIES IN SECTION 4(e).

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Annex 1 -- Form of Note

Annex 2 -- Description of Equipment

SECURITY AGREEMENT dated as of January 15, 1980 between RAILWAY MARKETING CORPORATION, a Delaware corporation ("Lessor"), as debtor, and THE CONNECTICUT BANK AND TRUST COMPANY ("Secured Party"), as secured party.

The parties hereby agree as follows:

1. DEFINITIONS. The terms used herein which are not defined herein shall, unless the context otherwise requires, have the meanings attributed to them in Annex 1 to the Lease dated as of the date hereof between Lessor and American Cyanamid Company (as amended from time to time, herein called the "Lease") relating to the Equipment described in Annex 2.

2. GRANTING CLAUSE. Lessor hereby Grants to Secured Party, as security for the payment of all Secured Indebtedness and the observance and performance of all of Lessor's obligations under the Participation Agreement, the Notes and this Agreement, all of Lessor's right, title and interest in the following (the "Collateral"):

- (a) the Equipment described in Annex 2, together with all accessories, equipment, parts and appurtenances appertaining or attached to the Equipment, whether now owned or hereafter acquired, and all substitutions, renewals or replacements of, and additions, improvements and accessions to, the Equipment, together with all rents, issues, income and profits therefrom, (b) the Lease, including all extensions of the term of the Lease and (c) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all insurance proceeds and condemnation awards; subject, in each case, to Permitted Encumbrances and to Excepted Rights in Collateral.

(End of Section)

3. THE NOTES. (a) General Requirements. The Notes shall be (i) substantially in the form of Annex 1, (ii) signed by two Authorized Officers of Lessor, (iii) issued in denominations of \$10,000 or more, (iv) payable in lawful money of the United States, and (v) issued only pursuant to Section 2 of the Participation Agreement or this Section 3.

(b) Transfer, Exchange or Replacement. (i) Upon surrender of any Notes to Lessor for registration of transfer or exchange, or upon receipt from any Noteholders of a statement that any Notes have been lost, stolen, damaged or destroyed (all such Notes so surrendered, lost, stolen, damaged or destroyed being herein called "Old Notes") Lessor shall issue one or more new Notes ("New Notes") in substitution for the Old Notes. The New Notes shall be dated the same date, be of the same tenor, and be in the same aggregate original principal amount as the Old Notes. All Old Notes so surrendered shall be accompanied by an instrument of transfer setting forth the number and denominations of the New Notes to be so issued and, in the case of a transfer, the name and address of the new holder thereof. Lessor may condition the issuance of any New Notes upon the payment of any transfer tax or similar governmental charge payable in connection with such issuance. Lessor may condition the replacement of a Note reported by a Noteholder as lost, stolen, damaged or destroyed, upon the receipt from such Noteholder of an indemnity or security reasonably satisfactory to Lessor, provided that if such Noteholder shall be Lender or its nominee or an Institutional Investor or its nominee, Lender's or such Institutional Investor's agreement of indemnity shall be sufficient for purposes of this clause (i).

(ii) Lessor shall mark on each New Note the date to which interest shall have been paid on the Old Notes, and the amount of principal allocable to such New Note which shall have been repaid on the Old Notes. Interest and principal shall be deemed to have been paid to the extent marked on the New Notes. Each New Note shall evidence the same debt as the Old Notes (or allocable portion thereof), and be entitled to the benefits and security of this Agreement.

(c) The Register. Lessor shall maintain the Register at its principal office and shall maintain therein a record of each Note, the name and address of the holder thereof and the date of each transfer. Upon each transfer of a Note, Lessor shall give notice to Secured Party specifying the name and address of the transferee.

(d) Persons Deemed Owners. Prior to due presentment for registration of transfer of any Note, Lessor, Lessee and Secured Party may deem and treat the registered owner of any Note as the absolute owner thereof for all purposes of this Agreement, and neither Lessor, Lessee nor Secured Party shall be affected by any notice to the contrary.

(e) Cancellation of Notes. All Notes surrendered to Lessor for payment in full or in connection with an exchange or transfer shall be promptly cancelled.

(End of Section)

4. LESSOR'S COVENANTS. (a) Payment of Notes. Lessor shall punctually pay the principal of, and the interest and any premium on, the Notes according to the provisions hereof and thereof.

(b) Legal Existence. Lessor shall keep in full effect its existence, rights and franchises as a corporation under the laws of its jurisdiction of incorporation and will obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which such qualification is or shall be necessary to the performance of its obligations hereunder.

(c) Further Assurances. Lessor shall, at no expense to Secured Party, execute all such instruments of further assurance and take all such other actions as may be requested by Secured Party for the protection of the rights of Secured Party hereunder.

(d) Performance of Obligations. Lessor shall perform all its obligations in each Operative Document to which it is a party, as the same may be amended from time to time. Lessor shall notify Secured Party of any Note Default or Note Event of Default promptly after obtaining actual knowledge thereof.

(e) Disclaimer of Warranties by Lessor. Except as provided in Section 5 of the Participation Agreement, LESSOR DISCLAIMS ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO (i) THE DESIGN OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, (ii) THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE EQUIPMENT, (iii) THE CONFORMITY OF THE EQUIPMENT TO THE PROVISIONS AND SPECIFICATIONS OF THE PURCHASE ORDER, OR (iv) LESSOR'S TITLE TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT); IT BEING UNDERSTOOD THAT THE LEASE PROVIDES THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE. IN THE EVENT OF ANY DEFECT OR DEFICIENCY IN THE EQUIPMENT, LESSOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

(f) Negative Covenants. (i) Transfer of Equipment. Lessor shall not sell, lease, transfer, exchange or otherwise dispose of any portion of the Collateral, except as expressly permitted by Section 5 or as permitted or required by any Operative Document.

(ii) Insurance. Lessor shall not obtain or carry casualty insurance relating to the Equipment, unless the proceeds of all such insurance are payable to Secured Party under a first mortgage endorsement, and Lessor shall have promptly furnished evidence of such insurance to Secured Party.

(iii) Modifications of the Lease. Lessor shall not (A) declare a default or exercise its remedies under, or terminate, modify or accept a surrender of, or offer or agree to any termination, amendment, modification or surrender of, or waiver of any obligation of Lessee under, the Lease, (B) consent by affirmative act to the creation or existence of any Lien to secure the payment of indebtedness upon Lessee's leasehold estate by the Lease, or (C) except in respect of Excepted Rights in Collateral, receive or collect any Rent under the Lease prior to the date for payment thereof provided for by the Lease, or assign, transfer or Grant a Lien in (other than to Secured Party hereunder) any Equipment or any Rent then due or to accrue in the future under the Lease.

(g) Performance by Secured Party. If Lessor shall fail to perform any of its covenants contained in this Section 4, or if Lessee shall fail to perform any of its covenants contained in the Participation Agreement, Secured Party may, and upon receipt of a Directive and funds sufficient therefor, shall, make advances to perform the same in their behalf. All sums so advanced shall be secured hereby prior to the Notes, with interest at the Penalty Interest Rate from the date of the advance and shall be payable on demand by the person obligated under such covenants.

(End of Section)

5. POSSESSION, USE AND RELEASE. (a) Possession. So long as no Note Event of Default is continuing, Lessor shall be permitted to remain in full possession, enjoyment and control of the Equipment, to demise the Equipment to Lessee pursuant to the Lease and to permit the Equipment to remain subject to the Lease.

(b) Release. Secured Party shall execute and deliver instruments to release from the Lien of this Agreement any Item having suffered an Event of Loss, provided that (i) no Note Default or Note Event of Default is continuing and (ii) Lessee has paid the Loss Amount of such Item and otherwise complied with Section 8 of the Lease. No party relying upon an instrument executed by Secured Party as provided in this Section 5(b) shall be bound to ascertain Secured Party's authority, inquire into the satisfaction of any conditions precedent or see to the application of any money.

(c) Rights Under Operative Documents. (i) Secured Party shall at all times have the right to receive all amounts payable to Lessor under or in connection with the Lease, other than Excepted Rights in Collateral. If Lessor receives any such amounts, other than Excepted Rights in Collateral, it shall promptly pay them to Secured Party for application in accordance with this Agreement. So long as no Note Event of Default is continuing, Lessor may exercise all its other rights under any Operative Document. If a Note Event of Default is continuing, Secured Party may exercise all rights of Lessor under each Operative Document to the exclusion of Lessor, provided that without Lessor's consent, Secured Party shall not agree to any amendment, supplement, modification or waiver of any such Operative Document which would deprive Lessor of any benefit or add to the obligations of Lessor.

(ii) Whenever Secured Party shall have the right, duty or option to consent, approve or take any other action pursuant to any provision of the Lease (except for action with respect to or in connection with its own indemnification rights under Section 10 or 12 of the Lease), it shall obtain a Directive and shall not take any action except in accordance with such Directive.

(End of Section)

6. APPLICATION OF MONEY. (a) While No Note Event of Default is Continuing. So long as, to Secured Party's knowledge, no Note Event of Default is continuing, this Section 6(a) shall be applicable:

(i) Basic Rent. Basic Rent received by Secured Party on each Basic Rent Date shall be: first, applied to the payment of the interest and principal due and payable on the Notes on such Basic Rent Date, and second, paid to Lessor.

(ii) Supplemental Rent. Supplemental Rent received by Secured Party pursuant to Section 3(c)(ii) of the Lease shall be: first, applied to the payment of penalty interest then due and payable on the Notes, and second, paid to Lessor. All other Supplemental Rent received by Secured Party shall be applied for the purposes for which it was paid.

(iii) Loss Amount. The Loss Amount received by Secured Party in connection with an Event of Loss shall be: first, applied to the partial prepayment of the Notes, in an amount equal to the Loan Value of each Item for which settlement is being made, and second, paid to Lessor. For purposes of this clause (iii), the "Loan Value" of any Item shall be equal to the product of (A) a fraction, the numerator of which is the Purchase Price of such Item and the denominator of which is the aggregate Purchase Price of all Items then subject to the Lease (including such Item), times (B) the unpaid principal amount of the Notes immediately prior to the prepayment provided for in this clause (iii) (but after giving effect to all other payments of principal made or to be made on such date of prepayment).

(iv) Proceeds of Certain Requisitions. All money received by Secured Party by reason of a Requisition which does not constitute an Event of Loss shall be paid to Lessee.

(v) Money Not Required to be Otherwise Applied. Any money received by Secured Party under or pursuant to any Operative Document and which is not required by any other provision of this Agreement or of such Operative Document to be applied to any purpose, shall be paid to Lessor or such other person as shall be legally entitled thereto.

(b) While a Note Event of Default is Continuing. So long as a Note Event of Default shall, to Secured Party's knowledge, be continuing, any money received by Secured Party shall be held by Secured Party as part of the Collateral, provided that (i) after this Agreement has been declared to be in default pursuant to Section 9(a), all such money shall be applied in accordance with Section 9(d), and (ii) prior to such declaration, Basic Rent received by Secured Party on each Basic Rent Date shall be applied to the payment of the interest and principal due and payable on the Notes on such Basic Rent Date.

(End of Section)

7. PREPAYMENT OF NOTES. (a) General. The Notes shall be prepaid only to the extent expressly permitted by Sections 6(a)(iii) and 9(b)(i) of this Agreement and Section 2(j) of the Participation Agreement. All such prepayments shall be made as provided in this Section 7. Any prepayment of Notes shall be in addition to, and shall be made only after payment of, all interest and principal then due and payable on the Notes.

(b) Notice. In connection with each prepayment, notice shall be given to the Noteholders of (i) the date fixed for prepayment, (ii) the principal amount and note number of each Note to be prepaid, and (iii) the provision pursuant to which such prepayment is to be made. Notice of prepayment having been so given, the principal amount of the Notes specified in such notice, together with all accrued and unpaid interest thereon, shall become due and payable on the specified prepayment date. Such notice shall be given: (x) in the case of prepayments pursuant to Section 6(a)(iii) of this Agreement, by Secured Party, as promptly as practicable following the receipt from Lessee of a notice of an Event of Loss pursuant to Section 8(a) of the Lease; (y) in the case of prepayments pursuant to Section 9(b)(i) of this Agreement, by Lessor, at least 10 days prior to such prepayment; and (z) in the case of prepayments pursuant to Section 2(j) of the Participation Agreement, by Secured Party, as promptly as practicable.

(c) Partial Prepayments. Partial prepayments of the Notes shall be prorated among all Outstanding Notes in proportion to the unpaid principal amount thereof immediately preceding such prepayment. The remaining instalment payments on any Note which has been partially prepaid shall each be reduced by a fraction of such instalment payment, the numerator of which fraction shall be the principal amount of such prepayment and the denominator of which fraction shall be the unpaid principal amount of such Note immediately preceding such prepayment.

(End of Section)

8. EVENTS OF DEFAULT. Each of the following shall constitute a Note Event of Default:

(a) A Lease Event of Default shall be continuing, provided that, for purposes of this Section 8(a), no Lease Event of Default shall constitute a Note Event of Default if it is cured as permitted by Section 9(b)(ii).

(b) Lessor shall fail to make any payment of interest or principal on any Note (whether at maturity or by acceleration or as part of any prepayment or otherwise) within 10 days after the same shall become due.

(c) Any representation or warranty made by Lessor in any Operative Document to which it is a party, or in any document or certificate furnished in connection therewith, shall prove to have been incorrect in any material respect when made or given.

(d) Lessor shall fail to perform or observe any of its other covenants, conditions or agreements under any Operative Document to which it is a party, and such failure shall continue for 30 days after notice thereof from Secured Party or Lender to Lessor.

(e) A court having jurisdiction in the premises shall enter a decree or order for relief in respect of Lessor in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Lessor or for any substantial part of its property, or order the winding-up or liquidation of its affairs; and such decree or order shall continue unstayed and in effect for a period of 60 consecutive days.

(f) Lessor shall commence a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Lessor or for any substantial part of its property, or make any assignment for the benefit of creditors, or fail generally to pay its debts as such debts become due, or take corporate action in furtherance of any of the foregoing.

(End of Section)

9. REMEDIES. (a) Available Remedies. Upon the occurrence of a Note Event of Default, Secured Party or the Required Noteholders may declare this Agreement to be in default by notice to Lessor and at any time thereafter, subject to the provisions of Section 9(b), Secured Party, personally or by its agent or attorneys, may exercise one or more of the following remedies, as Secured Party shall elect:

(i) Secured Party or the Required Noteholders may give notice to Lessor and Lessee declaring all Secured Indebtedness to be forthwith due and payable, and thereupon all such amounts shall be forthwith due and payable, without presentment, demand, protest or other notice.

(ii) Secured Party may institute Proceedings (without the necessity of producing or possessing any Notes or joining any Noteholder as a party) to collect all Secured Indebtedness, to foreclose its security interest in the Collateral and to protect and enforce the rights and remedies of Secured Party under this Agreement.

(iii) Secured Party may sell all or any portion of the Collateral or rights of interest therein, at one or more public or private sales called and conducted in any manner permitted by law.

(iv) If a Lease Event of Default is continuing and the Lease has been declared to be in default pursuant to Section 16 thereof, Secured Party may exercise any or all of Lessor's remedies under the Lease.

(v) Secured Party may take immediate possession of all or any portion of the Collateral, and for such purpose may enter any of Lessor's premises and pursue the same wherever it may be found, and remove, keep and store the same, or operate or lease the same until sold, subject, in each case, to applicable mandatory legal requirements. Secured Party shall be entitled to retain possession and control of all the Collateral notwithstanding the appointment of any receiver, trustee, liquidator or other similar official with respect to the Collateral or Lessor.

(vi) Secured Party shall have all the rights of a secured party under the Uniform Commercial Code of New York and take any other appropriate action to protect and enforce its rights and remedies under or in respect of any Operative Document, or otherwise.

(b) Conditions to Exercise of Remedies. (i) Lessor's Option to Prepay Notes. If this Agreement shall have been declared to be in default pursuant to Section 9(a), Lessor may, at its option, prepay the the Notes in whole, without premium, at a price equal to 100% of the unpaid principal amount thereof, together with accrued interest thereon to the date of prepayment. Lessor shall exercise such option by giving notice of such exercise to Secured Party and each Noteholder within 5 days of such declaration, and by making such prepayment within 20 days of such declaration.

(ii) Lessor's Right to Cure. If this Agreement shall have been declared to be in default pursuant to Section 9(a) as a result of a Lease Event of Default described in Section 15(a) of the Lease, Lessor may, within 5 days after such declaration, cure such Lease Event of Default by paying to Secured Party, for the account of Lessee, all amounts then due pursuant to the Lease (other than Excepted Rights in Collateral due and payable to Lessor), and following such payment, no Note Event of Default based on such Lease Event of Default shall be deemed to have occurred, provided that (A) Lessor may not exercise such right in respect of more than four payments of Basic Rent, only two of which may be consecutive and (B) the right of Lessor, if any, to reimbursement from Lessee for any such payment made by it shall have been fully subordinated to the prior payment in full of the Secured Indebtedness.

(iii) No Disturbance of Lessee's Rights. So long as no Lease Event of Default shall be continuing, Lessee's use of the Equipment shall not be disturbed by virtue of any action taken by Secured Party pursuant to this Agreement.

(iv) Declaration of Lease Event of Default. If a Lease Event of Default shall be continuing, the remedies referred to in Sections 9(a)(i), (ii) and (iii) shall not be exercised unless and until the Lease has been declared to be in default pursuant to Section 16 thereof.

(c) Sale of Collateral. (i) The power to effect any Sale shall not be exhausted by any one or more Sales as to any portion of the Collateral remaining unsold, but shall continue unimpaired until the entire Collateral shall have been sold or all Secured Indebtedness shall have been paid. Secured Party shall give at least five Business Days notice to Lessor and Lessee of any Sale. Lessor and/or Lessee may bid and, if the highest bidder, become the purchaser if such Sale is public pursuant to open bids. Secured Party and each Noteholder may also bid and, if successful, may pay the purchase price by crediting upon the Notes or other Secured

Indebtedness the net proceeds of the Sale after deducting the expenses incurred by Secured Party in connection therewith. Secured Party may from time to time postpone any Sale by public announcement made at the time and place of such Sale. Without limiting any provision contained in any Operative Document providing for the compensation of Secured Party, Secured Party hereby expressly waives its rights to any amount fixed by law as compensation for any Sale. All Secured Indebtedness shall be forthwith due and payable upon a Sale whether or not declared to be so pursuant to Section 9(a)(i), and notwithstanding any provision to the contrary contained in this Agreement or in any Note.

(ii) Secured Party shall execute and deliver an appropriate instrument of conveyance transferring, without recourse or warranty, its interest in any portion of the Collateral in connection with a Sale thereof. In addition, Lessor hereby irrevocably appoints Secured Party as Lessor's agent and attorney-in-fact to transfer and convey its interest in any portion of the Collateral in connection with a Sale thereof, and to take all action necessary to effect such Sale.

(d) Distribution of Collateral. (i) The proceeds of the Collateral, when distributed from time to time, shall be applied:

First: To the payment of all proper expenses, liabilities and compensation of Secured Party (including fees and expenses of its agents and counsel) incurred in acting hereunder or in connection with any Proceedings brought by Secured Party or in connection with the maintenance, Sale or other disposition of the Collateral, including all Taxes paid by Secured Party with respect thereto.

Second: To the repayment of all advances made under this Agreement by Secured Party or by any Noteholder, with interest at the Penalty Interest Rate.

Third: To the payment of all principal and interest then due and payable on the Notes ratably in accordance with the aggregate of such amounts due and payable on each Note, without preference, priority or distinction as between any Notes. In case the proceeds of the Collateral shall be insufficient to pay in full the amount so due and unpaid upon the Notes, then the amount applied on each Note shall be allocated as between principal and interest ratably in accordance with their respective amounts.

Fourth: To the payment of all other Secured Indebtedness.

Fifth: Any surplus shall be paid to Lessor or any other person or persons legally entitled thereto.

(ii) Each payment made pursuant to Section 9(g)(i) Third or Section 6(b) shall be made upon the presentment of the Note being paid against notation of the payment on such Note (in the case of partial payment) or cancellation thereof (in the case of payment in whole). Secured Party shall be entitled to require and rely on a certificate signed by an Authorized Officer of any Noteholder in order to ascertain the amounts owing on the Notes held by such Noteholder.

(e) Waiver of Various Rights by Lessor. (i) Lessor shall appear voluntarily in any Proceeding brought in the state or federal courts in the State of New York under or in respect of this Agreement. Lessor shall also consent to the appointment of one or more receivers of all or a portion of the Collateral upon the request of Secured Party.

(ii) To the extent permitted by law, Lessor waives and agrees not to seek or derive any benefit or advantage from any of the following, whether now or hereafter in effect: (A) any stay, extension, moratorium or other similar Law; (B) any Law providing for the valuation or appraisal of any portion of the Collateral in connection with a Sale thereof; (C) any Law allowing the redemption of any portion of the Collateral after a Sale thereof; and (D) any right to have any portion of the Collateral or other security for the Notes marshalled. Lessor shall not hinder, delay or impede the exercise of any right or remedy under or in respect of this Agreement.

(f) Rights Cumulative. All rights and remedies from time to time conferred upon or reserved to Secured Party and the Noteholders are cumulative, and none is intended to be exclusive of any other. No delay or omission in insisting upon the strict observance or performance of any provision of this Agreement, or in exercising any right or remedy, shall be construed as a waiver or relinquishment of such provision nor shall it impair such right or remedy. Every right and remedy under or in respect of this Agreement may be exercised from time to time and as often as deemed expedient.

(g) Involvement of Noteholders. Secured Party shall promptly notify the Noteholders of the occurrence and/or curing of any Note Default or Note Event of Default of which it has actual knowledge. The Noteholders may, by delivery of a Directive to Secured Party, direct the time, method, manner and place of

enforcing any right or remedy under or in respect of this Agreement, provided that (i) such Directive shall not conflict with any Law or with this Agreement, (ii) such Directive shall not impair rights under any indemnity payments payable to Secured Party for its own account, and (iii) Secured Party may take any other action which it deems proper and which is not inconsistent with such Directive. If Secured Party receives no such Directive, Secured Party may proceed as it sees fit. Nothing in this Agreement, however, shall authorize Secured Party to accept or consent to any plan of reorganization on behalf of any Noteholder, or to waive or change in any way any right or remedy of any Noteholder, whether or not Secured Party may be entitled to do so under any present or future law.

(h) Legal Restrictions. The rights, remedies and powers provided by this Section 9 may be exercised only to the extent permitted by applicable Law. All provisions of this Section 9 are intended to be subject to applicable mandatory provisions of Law, and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable.

(End of Section)

10. SECURED PARTY. (a) Acceptance of Trusts. Secured Party accepts the trusts hereunder and agrees to perform its required duties in accordance with the provisions of this Agreement. Secured Party shall have the right, power and authority to do any and all things, not inconsistent with the express provisions of this Agreement, which Secured Party may deem advisable in order to enforce the provisions hereof, or to protect the interests of the Noteholders. Secured Party shall be responsible for the performance of only such duties as are expressly set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against Secured Party. Secured Party shall be under no obligation to take any action under or in respect of this Agreement which, in its opinion, shall be likely to involve expense or liability, unless it shall have been furnished an indemnity, satisfactory to it, against such liability and expense.

(b) Standard of Care. Secured Party shall be answerable or accountable only for its own bad faith, wilful misconduct or negligence, provided that Secured Party shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with a Directive relating to the time, method, manner and place of conducting any Proceeding for any remedy available to Secured Party, or any trust or power conferred upon Secured Party under this Agreement.

(c) Compensation. Secured Party shall look only to Lessor for its compensation as trustee hereunder and for reimbursement of its expenses and disbursements (including the reasonable compensation and the expenses and disbursements of its counsel and agents). Secured Party shall be secured to the extent set forth in Section 9(d) for said compensation, disbursements and expenses. Such compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust.

(d) Limitations on Secured Party's Liability. (i) Secured Party shall incur no liability to anyone in acting upon any signature or writing believed by it to be genuine, and may rely on a certificate signed by an Authorized Officer of any person in order to ascertain any fact with respect to such person. In the administration of the trusts hereunder, Secured Party may act directly or through its agents or attorneys and shall not be responsible for the act or neglect of agents or attorneys

appointed by it with due care. Secured Party may consult with counsel, appraisers, engineers, accountants and other skilled persons of its choosing, and shall not be liable for anything done, suffered or omitted in good faith in accordance with the advice of any of such persons.

(ii) Secured Party shall not be held responsible for the value of the Collateral or the title of Lessor therein or for the sufficiency, legality or validity of any Operative Document or any instrument of further assurance. No representation or warranty respecting the rights or remedies of the Noteholders or Lessor's interest in, or the condition of, the Collateral, or the sufficiency of the security for the Notes, is made or implied by Secured Party's execution and delivery of this Agreement or any of the other Operative Documents.

(iii) Secured Party shall not be accountable for the use or application of any property or proceeds released from the Lien of this Agreement in accordance with any provision hereof.

(iv) In accepting the trusts hereunder, Secured Party acts solely as trustee hereunder and not in its individual capacity. All persons, other than Lessor and the Noteholders, having any claim against Secured Party arising by reason of the Collateral or the trusts hereunder, shall look only to the Collateral for payment or satisfaction.

(v) Secured Party shall not be required to ascertain or inquire as to anyone's observance or performance of any provision of any Operative Document.

(vi) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder except to the extent required by law.

(e) Notice of Defaults. As promptly as possible, after obtaining knowledge of the occurrence or the curing of a Note Default or a Note Event of Default, Secured Party shall give notice thereof to Lessee, Lessor and the Noteholders.

(f) Resignation or Removal. Secured Party may resign and be discharged of the trusts hereunder, by giving notice of such resignation to Lessor and the Noteholders, specifying the date (which shall be not less than 30 days after the date of mailing such notice) when such resignation shall take effect. Such resignation shall take effect on the date so specified unless previously a successor trustee shall have been appointed as provided in Section 10(d)(i), in which event such resignation shall take effect upon the date the appointment is accepted by such successor. Secured Party may be removed at any time, with or without cause, by a Directive.

(g) Successor Secured Party. (i) If at any time Secured Party shall resign or be removed, then a successor may be appointed by a Directive. If a successor Secured Party shall not have been so appointed within 60 days after such resignation or removal, Lessor may, by notice to the Noteholders, appoint a successor Secured Party, provided that any successor so appointed by Lessor shall immediately and without further act be superseded by a successor appointed by a Directive.

(ii) Any successor to Secured Party shall execute, acknowledge and deliver to its predecessor, Lessor and the Noteholders an instrument accepting such appointment hereunder, and thereupon such successor, without any further act or instrument, shall become Secured Party and be vested with all the estates, properties, rights, remedies and trusts of its predecessor with like effect as if originally named as Secured Party herein. Nevertheless, at the request of Lessor, the successor Secured Party or any Noteholder, such predecessor shall execute and deliver an instrument transferring to such successor Secured Party, upon the trusts hereby created, all the estates, properties, rights, remedies and trusts of such predecessor and shall duly assign, transfer, deliver and pay over to the successor Secured Party all money and other property subject to the Lien of this Agreement and held by such predecessor. Lessor shall execute and deliver any instrument required by any successor Secured Party in order to confirm to such successor Secured Party such estates, properties, rights, remedies and trusts.

(iii) Each successor to Secured Party shall be a bank or trust company organized and existing under the laws of the United States or any State thereof or the District of Columbia which has a combined capital and surplus as of the date of its appointment (as shown by its then most recent statement of financial condition) aggregating at least \$50 million, if there be such a bank or trust company qualified, able and willing to accept the trust upon reasonable or customary terms.

(iv) Any corporation into which Secured Party may be merged or resulting from any consolidation to which Secured Party shall be a party, shall be the successor to Secured Party under this Agreement without any further act, notwithstanding any contrary provision of this Agreement.

(h) Separate and Co-Trustees. (i) Secured Party and the Required Noteholders shall each have the power from time to time to appoint one or more persons to act either as co-trustees jointly with Secured Party, or as separate trustees for the purpose of conforming to any legal requirements of any jurisdiction in which any part of the Collateral is located. The separate trustees and co-trustees so appointed shall be trustees for the benefit of the Noteholders and shall have such powers,

rights and remedies as shall be specified in the instrument of appointment and as permitted by this Agreement. Lessor shall join in any such appointment upon the request of Secured Party or the Required Noteholders, but said joinder shall not be necessary for the effectiveness of such appointment.

(ii). Every separate trustee and co-trustee shall be appointed subject to the following terms:

(A) Its powers, rights and remedies shall not be greater than those of Secured Party and shall be exercisable only jointly with Secured Party, except to the extent that under any Law of any jurisdiction in which any particular act or acts are to be performed Secured Party shall be incompetent or unqualified to perform such act or acts, in which event such powers, rights and remedies shall be exercised only with the consent of Secured Party.

(B) The Secured Party shall maintain custody of all money and securities.

(C) The Secured Party or the Required Noteholders may at any time accept the resignation of or remove any separate trustee or co-trustee appointed under this Section 10(h).

(iii) Any notice, request or other writing given to Secured Party shall be deemed to have been given to each of the persons then acting as separate trustees and co-trustees.

(iv) Any separate trustee or co-trustee may, at any time, constitute Secured Party its agent or attorney-in-fact, with full power and authority, to the extent not prohibited by law, to do any lawful act under or in respect of this Agreement on its behalf and in its name. If any separate trustee or co-trustee shall die, become incapable of acting, resign or be removed, all of its estates, properties, rights, remedies and trusts shall vest in and be exercised by Secured Party, to the extent permitted by law, without the appointment of a new or successor trustee.

(i) No Sequestration of Funds; Interest. Money held by Secured Party hereunder need not be segregated in any manner from any other moneys except to the extent required by law and except as otherwise provided in this Agreement. All such money may be deposited under such general conditions as may be prescribed by law in the general banking department of Secured Party, and Secured Party shall not be liable for any interest thereon other than interest which Secured Party agrees in writing to pay.

(j) Secured Party Not Obligated to Act. No provision of any Operative Document shall be deemed to impose any duty or obligation on Secured Party to perform any act or exercise any right or remedy if (i) it shall be illegal, (ii) Secured Party shall be unqualified or incompetent to perform such act or to exercise such right or remedy, or (iii) performance or exercise would constitute doing business by Secured Party in a jurisdiction in which Secured Party is not qualified to do business. Instead, all such acts, rights and remedies shall be performed and exercised by a separate trustee or co-trustee appointed under Section 10(h).

(End of Section)

11. AMENDMENTS AND WAIVERS. (a) General. No modification, amendment or termination of this Agreement or waiver of any obligation hereunder or of any Note Event of Default shall be effective unless it is in writing signed by the person against whom enforcement thereof is sought. Secured Party may, in its discretion, decline to execute any amendment or waiver if Secured Party's own rights, duties or immunities would be adversely affected. Whenever the consent of any Noteholder shall be required for the execution of an amendment or waiver, it shall be sufficient if the substance (though not the particular form) of the amendment or waiver is consented to. Each amendment and waiver executed by Secured Party in accordance with this Section 11 shall be effective against all the Noteholders.

(b) Without Noteholders' Consent. Amendments hereto may be entered into without the consent of any Noteholder for any of the following purposes:

(i) to correct or amplify the description of any property subject or intended to be subject to the Lien of this Agreement.

(ii) to add property to or release it from the Collateral as permitted or required by this Agreement, or to Grant additional property to Secured Party.

(iii) to increase Lessor's obligations owing to Secured Party, or to surrender any of Lessor's rights hereunder.

(iv) to cure any ambiguity, or to cure or correct any inconsistent, illegal or defective provision.

(v) to qualify this Agreement under the Trust Indenture Act of 1939, as amended, or any similar federal law, but not to include therein the provisions referred to in Section 316(a)(2) of said Act or any corresponding provision of any similar federal law.

(c) Consent of All Noteholders. Without the consent of each Noteholder, no amendment hereto and no waiver of any obligation hereunder or of any Note Event of Default shall:

(i) impair the right of any Noteholder to receive the payments and prepayments of principal and interest on such Note as now provided therein or herein or alter the priorities under which any distribution shall be made hereunder;

(ii) permit the creation of any Lien on the Collateral equal or prior to the Lien of this Agreement, or deprive any Noteholder of the benefit of the Lien of this Agreement;

(iii) reduce any of the percentages required as provided in the definition of Required Noteholders;

(iv) amend or modify Section 8(a);

(v) amend or waive Section 4(f)(iii) so as to extend the time or reduce the amount of any payment under the Lease to be made to or for the benefit of the Noteholders, affect the absolute and unconditional character of the obligations of Lessee to make any such payment or otherwise adversely affect the Noteholders; or

(vi) waive any Note Event of Default under Section 8(b) or the due observance or performance of Section 5(c) of the Participation Agreement.

(d) Consent of Fewer Than All Noteholders. Except as otherwise provided in Sections 11(b) or (c), Secured Party may execute any amendment hereto or waive any of the obligations hereunder or any Note Event of Default with the consent of the Required Noteholders.

(e) Exchange; Legend or Notation; Effect. Secured Party shall promptly send to each Noteholder a conformed copy of each amendment hereto or waiver hereunder, but the failure to do so shall not impair or affect its validity. Lessor or Secured Party may require that the Notes bear a legend or other notation as to any matter provided for in any amendment hereto, or that New Notes be issued in exchange for the Notes, as provided in Section 3(b), but modified to conform to any modification effected by such amendment. The form of all such legends, notations and modifications shall be approved by Secured Party.

(f) Opinion of Counsel. Secured Party shall be entitled to receive and shall be fully protected in relying upon an opinion of counsel, satisfactory in form and substance to Secured Party, to the effect that (i) any amendment or waiver hereunder complies with the requirements of this Section 11 and is authorized or permitted by this Agreement, (ii) such amendment or waiver has been duly authorized, executed and delivered by Lessor (if execution by Lessor is appropriate) and (iii) it is proper for Secured Party to execute such amendment or waiver.

(End of Section)

12. DISCHARGE OF AGREEMENT. (a) Defeasance. This Agreement and all agreements contained herein shall cease and terminate when all Secured Indebtedness shall have been paid in full, whether at the maturity of the Notes, by acceleration, by prepayment or otherwise, or sufficient money is held by Secured Party for such purposes. Upon the termination of this Agreement, Secured Party shall execute and deliver such instruments as shall be reasonably requested by Lessor to satisfy and discharge the Lien of this Agreement. Secured Party shall then transfer to Lessor or any other person or persons entitled thereto the property held in the Collateral, other than money unclaimed by the persons entitled thereto.

(b) Disposition of Unclaimed Funds. Secured Party shall hold in trust all money remaining in its control and unclaimed by the persons entitled thereto for a period of six years after the discharge of this Agreement. At the expiration of such six-year period such trust shall automatically cease and terminate, and any money remaining in the possession of Secured Party and still unclaimed by the persons entitled thereto shall be paid upon demand of Lessor to Lessor. Such persons shall thereafter look only to Lessor for payment.

(c) Notice of Discharge. Upon the complete satisfaction and discharge of this Agreement, Secured Party shall give notice thereof to Lessor and Lessee.

(End of Section)

13. GENERAL MATTERS. (a) Nonrecourse. No recourse may be taken against Lessor (or any incorporator, or subscriber to the capital stock, stockholder, officer or director of Lessor or of any predecessor or successor of Lessor) for the payment of any deficiency or any other sum owing on account of the Notes, from any source other than the Collateral, provided that nothing herein contained shall limit, restrict or impair the rights of Secured Party or the Noteholders (i) to accelerate the maturity of the Notes pursuant to Section 9(a)(i); (ii) to bring suit and obtain a judgment against Lessor on the Notes; or (iii) to exercise all rights and remedies provided under this Agreement or otherwise realize upon the Collateral.

(b) Benefit of this Agreement. This Agreement is for the exclusive benefit of Secured Party, the Noteholders and, to the extent expressly provided herein, Lessor and Lessee. All covenants and agreements made herein by Lessor are for the benefit and security of the Noteholders. Nothing in this Agreement shall be construed to give any other person any right, remedy or claim under or in respect of any provision hereof.

(c) Notices. All communications and notices shall be given in the manner provided in Section 9(c) of the Participation Agreement, and addressed as therein indicated if to the parties thereto, or if to any Noteholder other than Lender, at its address for notices specified in the Register. Secured Party shall forward a copy of each notice or other document received by it pursuant to the Lease to each Noteholder promptly after such receipt unless it has been determined that each Noteholder has received such a copy.

(d) Powers and Agencies. Whenever in this Agreement Secured Party is granted a power of attorney or is appointed the agent and attorney-in-fact with respect to any person, such grant or appointment is irrevocable and coupled with an interest. Secured Party shall have full power of substitution and delegation in respect of all such grants and appointments.

(e) Payments to be Made on Business Days. Any payment required to be made hereunder or on any Note on a day which is not a Business Day shall be payable on the Business Day next following such day.

(f) Unenforceable Provisions. No provision of this Agreement or the Notes shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law, any contrary provision in any Operative Document notwithstanding. If any provision of this Agreement or the Notes or its application shall be invalid or unenforceable, all other provisions and applications hereof and thereof shall not be affected thereby.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of each of the parties hereto. Any action by any Noteholder shall bind every future holder of the same Note and of New Notes issued in respect thereof.

(h) Governing Law. This Agreement and the Notes shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New York.

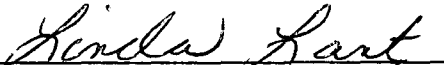
(i) Method of Payment to Lessor. Any moneys to be remitted to Lessor pursuant to any provision of this Agreement shall be paid by Secured Party in the manner described in Annex 2 to the Participation Agreement, or in such other reasonable manner or to such other address as may be designated in writing by Lessor.

(j) Miscellaneous. The table of contents and the headings to the provisions of this Agreement have been inserted for convenience of reference only, and shall not affect the meaning or construction of any provision of this Agreement. Any provision in this Agreement referring to any action to be taken by any Person, or which such Person is prohibited from taking shall be applicable whether such action is taken directly or indirectly by such Person. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

(End of Section)

IN WITNESS WHEREOF, Lessor and Secured Party have caused this Agreement to be executed and delivered and their respective corporate seals to be hereunto affixed and attested by their respective officers thereunto duly authorized, all as of the day and year first above written.

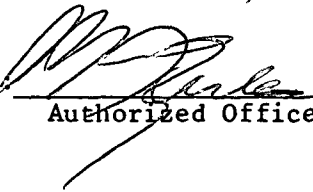
LESSOR:

By Its PresidentAttest: Its Assist Sec

SECURED PARTY:

By 

Authorized Officer

Attest: 

Authorized Officer

[CORPORATE SEAL]

STATE OF N.Y.
COUNTY OF N.Y., ss:

On this 30 day of Jan, 1980, before me personally appeared Leonard Weissman to me personally known, who being by me duly sworn, says that he is the President of Railway Marketing Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Rebecca Maizer

Notary Public

REBECCA MAIZER
Notary Public, State of New York
No. 31-4505278
Qualified in New York County 8

My commission expires Commission Expires March 30, 1981

STATE OF Connecticut
COUNTY OF HARTFORD, ss:

On this 31 day of Jan., 1980, before me personally appeared DONALD E. SMITH, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of The Connecticut Bank and Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Seal]

Barbara S. Kacich
Notary Public

BARBARA S. KACICH
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES MARCH 31, 1982

ANNEX 1

RAILWAY MARKETING CORPORATION

11.75% SECURED NOTE

DUE MARCH 1, 1995

No. R-1

RAILWAY MARKETING CORPORATION, a Delaware corporation
("Lessor"), promises to pay to

or registered assigns, on or before March 1, 1995, as hereinafter provided,
the principal sum of

DOLLARS (\$),

and to pay interest on the unpaid principal amount hereof from the date
hereof to maturity at the rate of 11.75% per annum, and to pay interest on
any overdue principal and interest, at the rate of 12.75% per annum (or in
each case at the highest rate, if any, permitted by applicable law, whichever
is less), in each case based on a 360-day year of twelve consecutive 30-day
months.

This Note is one of the 11.75% Secured Notes of Lessor not
exceeding \$1,820,700 in aggregate principal amount (the "Notes") which are
secured as provided in the Security Agreement dated as of January 15, 1980
(the "Security Agreement"), from Lessor to The Connecticut Bank and Trust
Company ("Secured Party"). The terms used in this Note and not herein
defined have the meanings attributed thereto in the Security Agreement.

Interest on this Note, from the date hereof to March 1, 1980,
shall be due and payable on March 1, 1980. Thereafter, 60 quarterly
instalment payments, containing both principal and interest, shall respec-
tively be due and payable on June 1, 1980 and on each September 1, Decem-
ber 1, March 1 and June 1 thereafter to and including March 1, 1995, the
respective amounts of such instalment payments being equal to the percentage
of the original amount of this Note set forth in column (2) of the following
amortization schedule opposite the number of such instalment payment:

Amortization Schedule
(Percentages of Original Principal Amount)

(1) Number of Instalment Payment	(2) Total Payment	(3) Principal Portion	(4) Interest Portion	(5) Principal Balance
1	3.5650505	0.6275505	2.9375000	99.3724495
2	3.5650505	0.6459848	2.9190657	98.7264647
3	3.5650505	0.6649606	2.9000899	98.0615041
4	3.5650505	0.6844938	2.8805567	97.3770103
5	3.5650505	0.7046008	2.8604497	96.6724095
6	3.5650505	0.7252985	2.8397520	95.9471110
7	3.5650505	0.7466041	2.8184464	95.2005069
8	3.5650505	0.7685356	2.7965149	94.4319713
9	3.5650505	0.7911113	2.7739392	93.6408600
10	3.5650505	0.8143502	2.7507003	92.8265098
11	3.5650505	0.8382718	2.7267787	91.9882380
12	3.5650505	0.8628960	2.7021545	91.1253420
13	3.5650505	0.8882436	2.6768069	90.2370984
14	3.5650505	0.9143357	2.6507148	89.3227627
15	3.5650505	0.9411943	2.6238562	88.3815684
16	3.5650505	0.9688419	2.5962086	87.4127265
17	3.5650505	0.9973016	2.5677489	86.4154249
18	3.5650505	1.0265974	2.5384531	85.3888275
19	3.5650505	1.0567537	2.5082968	84.3320738
20	3.5650505	1.0877958	2.4772547	83.2442780
21	3.5650505	1.1197498	2.4453007	82.1245282
22	3.5650505	1.1526425	2.4124080	80.9718857
23	3.5650505	1.1865013	2.3785492	79.7853844
24	3.5650505	1.2213548	2.3436957	78.5640296
25	3.5650505	1.2572321	2.3078184	77.3067975
26	3.5650505	1.2941633	2.2708872	76.0126342
27	3.5650505	1.3321794	2.2328711	74.6804548
28	3.5650505	1.3713121	2.1937384	73.3091427
29	3.5650505	1.4115944	2.1534561	71.8975483
30	3.5650505	1.4530600	2.1119905	70.4444883
31	3.5650505	1.4957436	2.0693069	68.9487447
32	3.5650505	1.5396811	2.0253694	67.4090636
33	3.5650505	1.5849092	1.9801413	65.8241544
34	3.5650505	1.6314660	1.9335845	64.1926884
35	3.5650505	1.6793903	1.8856602	62.5132981
36	3.5650505	1.7287224	1.8363281	60.7845757
37	3.5650505	1.7795036	1.7855469	59.0050721
38	3.5650505	1.8317765	1.7332740	57.1732956
39	3.5650505	1.8855849	1.6794656	55.2877107
40	3.5650505	1.9409740	1.6240765	53.3467367

Amortization Schedule
(Percentages of Original Principal Amount)

(1) Number of Instalment Payment	(2) Total Payment	(3) Principal Portion	(4) Interest Portion	(5) Principal Balance
41	3.5650505	1.9979901	1.5670604	51.3487466
42	3.5650505	2.0566811	1.5083694	49.2920655
43	3.5650505	2.1170961	1.4479544	47.1749694
44	3.5650505	2.1792858	1.3857647	44.9956836
45	3.5650505	2.2433023	1.3217482	42.7523813
46	3.5650505	2.3091993	1.2558512	40.4431820
47	3.5650505	2.3770320	1.1880185	38.0661500
48	3.5650505	2.4468573	1.1181932	35.6192927
49	3.5650505	2.5187338	1.0463167	33.1005589
50	3.5650505	2.5927216	0.9723289	30.5078373
51	3.5650505	2.6688828	0.8961677	27.8389545
52	3.5650505	2.7472812	0.8177693	25.0916733
53	3.5650505	2.8279826	0.7370679	22.2636907
54	3.5650505	2.9110546	0.6539959	19.3526361
55	3.5650505	2.9965668	0.5684837	16.3560693
56	3.5650505	3.0845910	0.4804595	13.2714783
57	3.5650505	3.1752008	0.3898497	10.0962775
58	3.5650505	3.2684723	0.2965782	6.8278052
59	3.5650505	3.3644837	0.2005668	3.4633215
60	3.5650566	3.4633215	0.1017351	0.0000000

Each instalment payment shall be applied first to the payment of all interest accrued and unpaid on this Note and then to payment of the principal hereof. The balance, if any, of the unpaid principal amount hereof shall be due and payable on March 1, 1995. Except as otherwise provided in Section 8 of the Participation Agreement, all payments shall be made against presentment of this Note at the Corporate Trust Office, in lawful money of the United States.

This Note is subject to prepayment in the manner, to the extent, under the circumstances and at the price provided for in the Security Agreement. Upon any partial prepayment of the principal of this Note pursuant to Section 6(a)(iii) of the Security Agreement or Section 2(j) of the Participation Agreement, the amount of the instalment payments thereafter to be made hereon shall be reduced as provided in Section 7(c) of the Security Agreement.

If the Security Agreement has been declared in default pursuant to Section 9(a) of the Security Agreement, the principal hereof and the interest accrued and unpaid hereon may be declared to be due and payable forthwith as provided in the Security Agreement.

If the indebtedness represented by this Note or any part thereof is collected in any Proceeding, or if this Note is placed with attorneys for collection after default, there shall be payable hereon, in addition to the principal and interest due and payable hereon, all costs of collecting this Note, including reasonable attorneys' fees and expenses.

This Note is a registered Note and may be transferred only in accordance with Section 3(b) of the Security Agreement. Prior to due presentment of this Note for registration of transfer, Lessor, Lessee and Secured Party may deem and treat the registered owner of this Note as the absolute owner hereof, and neither Lessor, Lessee nor Secured Party shall be affected by any notice to the contrary.

No recourse may be taken against Lessor (or any incorporator, or subscriber to the capital stock, stockholder, officer or director of Lessor or of any predecessor or successor of Lessor) for the payment of any deficiency or any other sum owing on account of the Notes, from any source other than the Collateral, except as provided in Section 13(a) of the Security Agreement.

IN WITNESS WHEREOF, Lessor has caused this Note to be duly executed by two of its Authorized Officers and its corporate seal to be affixed hereto.

Dated:

RAILWAY MARKETING CORPORATION

By _____

Its _____

[CORPORATE SEAL]

By _____

Its _____

ANNEX 2

DESCRIPTION OF EQUIPMENT

DESCRIPTION AND ROAD
MARKS OF ITEMS:

50 100-Ton 4,750 Cubic Foot Covered Hopper
Cars, Marked and Numbered MBFX-4925 to
MBFX-4974 both inclusive, Complying with
Manufacturer's Specifications HC-3-47-1
Dated: October, 1979

PLACE OF DELIVERY:

Longview, Texas